

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Intellectual Brands, LLC	FORMERLY HR US, LLC	07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GIB Services, LLC		
Street Address:	11230 Gold Express Dr.		
Internal Address:	Suite 310-270		
City:	Gold River		
State/Country:	CALIFORNIA		
Postal Code:	95670		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76621646	IGRIP	
CORRESPONDENCE DATA			
Fax Number:	(202)530-5902		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-530-5900		
Email:	junko.katada@smithpatentoffice.com		
Correspondent Name:	Randolph A. Smith		
Address Line 1:	1901 Pennsylvania Ave., N.W.		
Address Line 2:	Suite 901		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3433		
ATTORNEY DOCKET NUMBER:	0148/002001		
NAME OF SUBMITTER:	Randolph A. Smith		
Signature:	/Randolph A Smith/		

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REEL: 004096 FRAME: 0428

Date:

11/13/2009

Total Attachments: 10

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), made and entered into effective as of the date executed by all parties identified hereinbelow (the "Effective Date"), by and among GIB Services, LLC, a California limited liability company, ("GIBS" or "Buyer"), and Global Intellectual Brands, LLC, a limited liability company organized under the laws of Delaware, previously known as HR US, LLC ("Global" or "Seller"), and Steven C. Dixon, an individual, and the sole member of Seller ("Dixon", or the "Global Owner"). Dixon and Global are also sometimes referred to herein as the "Selling Parties".

WITNESSETH:

WHEREAS, Seller is owned solely and completely by the Global Owner and is engaged in the business referred to on the date hereof at www.global-intellectual-brands.com, www.gibcorp.net, www.igrip.net, and www.gripbrands.com, and otherwise as reported to the Buyer prior to the date hereof (the "Business"); and

WHEREAS, Seller owns, and desires to sell to Buyer in such condition, and Buyer desires to buy from Seller in such condition, certain assets of Seller's business as described in this Agreement; and

WHEREAS, as an inducement to Buyer to complete the purchase of the Business, the Selling Parties are willing to make the representations and commitments set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, the parties to this Purchase Agreement hereby agree as follows:

**ARTICLE 1.
PURCHASE OF ASSETS**

1.1 Purchased Assets. On the terms and subject to the conditions contained in this Agreement, on the "Closing Date" (as such term is defined in Section 1.3), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, tangible and intangible assets of Seller as described in this Article 1, other than the "Excluded Assets" (as such term is defined in Section 1.2), including, without limitation, the assets used by the Selling Parties in connection with or as part of the Business, and in addition, all of the following (all assets of Seller to be purchased by Buyer are collectively referred to as the "Purchased Assets") (any Schedules referenced below in this Section 1.1 will be prepared and delivered by the Seller and approved by the Buyer as of the Closing Date):

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1.1.5 Intangible Property. All names, marks, patents, trademarks, service marks, trade names, domain names, logos, symbols, copyrights, and licenses, registrations and applications with respect thereto and all rights thereunder or in respect thereof held by the Selling Parties, including, without limitation, the names "Grip Brands", "HR US, LLC", "Global Intellectual Brands" and the logos and URL character strings, domains and domain names, server content, original and duplicated art, inventions, processes, know-how, trade secrets, proprietary rights, proprietary information, all of the goodwill of the Business, and any other intangible asset associated with, owned or used in connection with the Business (collectively, "Intangible Property").

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ARTICLE 2.
PURCHASE PRICE

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ARTICLE 3.
ADDITIONAL TERMS

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ARTICLE 4.
REPRESENTATIONS, WARRANTIES AND
COVENANTS OF SELLER AND THE GLOBAL OWNER

In connection with and as an inducement to Buyer to enter into and be bound by the terms of this Agreement, Seller and the Global Owner hereby, jointly and severally, represent, warrant and covenant to Buyer as follows:

4.1 Organization, Standing and Power. Seller is a limited liability company duly organized, validly existing and on or before the Closing Date will be in good standing under the laws of the State of Delaware, and unconditionally possesses all right, power and authority to own, lease and operate its properties and assets and to carry on its business as is now being conducted, and to enter into and perform this Agreement.

4.2 Authority. Seller has the full power and authority to enter into, execute and deliver this Agreement and to consummate the transactions contemplated hereby and any instruments or agreements required herein. This Agreement has been duly and validly executed and delivered by Seller and the Global Owner and constitutes a valid and binding obligation of Seller and the Global Owner according to its terms, enforceable against Seller and the Global Owner. Documents to be executed by Seller hereunder may be executed by Steven C. Dixon or Michael McGhee.

4.3 No Violation. Neither the execution and delivery by Seller and the Global Owner of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance by Seller and the Global Owner with any of the provisions hereof will:

4.3.1 Violate or conflict with any provision of the Articles of Incorporation or Bylaws of Seller.

4.3.2 Violate or constitute a default under or give rise to any right of termination, cancellation or acceleration under the terms, conditions or provisions of any agreement or instrument to which Seller or Global Owner is a party or by which any of them or any of their properties or assets is bound except as has been duly and validly waived, consented to or approved of by the other parties to such agreement or instrument;

4.3.3 Result in the creation or imposition of any security interest, lien or other encumbrance upon any of the Purchased Assets under any agreement or commitment; or

4.3.4 Violate any statute or law or any judgment, order, decree, regulation or rule of any court or governmental authority applicable to Seller or Global Owner or any of the Purchased Assets.

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4.4 **Financial Information.** All financial information made available by Seller to Buyer and its agents as part of Buyer's due diligence efforts, are true and correct and fairly and accurately represent the financial matters stated therein. The financial information provided to Buyer does not exclude, or omit to state, any asset, liability (absolute or contingent) or other facts, the inclusion or omission of which render the information stated, in light of the circumstances in which they are made, misleading.

4.5 **Reserved.**

4.6 **Books, Records and Accounts.** All non-financial accounts, books, ledgers and official and other records of whatsoever kind material to Seller's business have been fully, properly and accurately kept and completed in all respects. There are no inaccuracies or discrepancies of any kind contained or reflected therein.

4.7 **Judgments.** There are no unsatisfied judgments of record against Seller.

4.8 **Liabilities.** Except for those liabilities incurred by Seller in the ordinary course of business since December 31, 2008, there are no liabilities of any kind or character outstanding for which Seller is or may be liable that are not reflected on financial information provided to Buyer and confirmed as received by Buyer in writing. No liabilities in respect of any employment or employment related tax or withholding accruing as the obligation of Seller or the Selling Parties remains unsatisfied as of the Effective Date. Buyer shall not, as a result of this transaction, acquire or be responsible for any liabilities of or claims against Seller other than the Assumed Liabilities and the Assumed Obligations, and all liabilities, claims or expenses of any nature whatsoever that relate to a period ending on or prior to the Closing Date, other than the Assumed Liabilities, shall be the responsibility of Seller and shall be paid by Seller in the ordinary course of business as due.

4.9 **Accounts Receivable.**

Buyer's decision to close based on such information shall waive any claim against or liability of Seller arising from the inaccuracy of such information, as Seller and Buyer shall both rely upon such information informing their decision to Close this transaction.

4.10 **Litigation.** Other than disclosed in writing by Seller prior to the date hereof, the assets transferred are subject to no pending or threatened litigation, action, suit or proceeding by or before any court, arbitrator or federal, state or other governmental commission, board or other agency, or by any private party. As provided in Section 3.2, Seller shall be responsible for all liabilities, costs and expenses relating to any and all threatened or pending litigation, including any litigation commenced after the Closing Date that relates to facts and circumstances or other occurrences arising on or before the Closing Date, provided the same relates to the assets transferred under this Agreement.

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4.11 Compliance With Laws. Seller is in compliance in all respects with all applicable laws, regulations, orders, judgments and decrees (including, without limitation, all applicable provisions of any anti-pollution and environmental protection laws, laws relating to waste disposal, laws relating to occupational safety and health standards and equal employment opportunity, and rules and regulations under such laws as currently administered). Seller has all permits and licenses from governmental authorities required to conduct its business as it is now being conducted.

4.12 Intangible Property. Selling Parties do not own or use any trademark, trade name, service mark, domain names, patent, copyright, registration or application thereto, or license or right under the same owned, used or useful, or intended to be acquired or used, in connection with its business, except for the same as are being sold to Buyer hereunder. Selling Parties are the sole and exclusive owners of the Intangible Property. The Intangible Property is free and clear of all encumbrances to other persons or entities of whatever kind and character. There are no claims or demands of any other person, firm or corporation pertaining to the Intangible Property. No proceedings have been instituted, are pending, or threatened which challenge Seller's rights in respect thereto.

No licenses, sublicenses or agreements pertaining to the Intangible Property are in effect. Selling Parties require no intellectual property rights or intangible rights of any kind to operate the Business other than the Intangible Property. Notwithstanding any contrary provision set forth in this paragraph 4.12, a party identified as HR Germany is using the iGrip mark without validity as of the date hereof. Seller shall have no liability to Buyer resulting from such use.

ARTICLE 5.
DELIVERY OF DOCUMENTS

On the Closing Date, or upon such other date or dates as Buyer may specify and consent to in writing, Seller and the Global Owner shall deliver the following to Buyer, all of which shall be in form and substance reasonably acceptable to Buyer: (i) an unconditional Bill of Sale describing all of the Assets to be sold pursuant to the terms of this Agreement in a form acceptable to Buyer, transferring title to the Assets free and clear of all liens, claims, demands, actions, causes of action, liabilities and/or threatened or pending litigation, (ii) all original contracts and terms and conditions of undocumented business arrangements related to the assets purchased hereunder, (iii) all schedules referenced in this Agreement and certified by an officer of Seller and the Global Owner, and (iv) assignment and consent documents, in form and content acceptable to Buyer and duly executed by an authorized officer of Seller, pursuant to which all rights and interests of Seller are to be assigned and conveyed under this Agreement. On the Closing Date, Buyer shall deliver the first installment of the purchase price and the fully executed promissory note.

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**ARTICLE 6.
ADDITIONAL COVENANTS AND COMMITMENTS**

6.1 Business Operations. Seller shall bear all responsibility for ownership and operation of the Purchased Assets and the underlying business on and prior to the Closing Date, including the responsibility for any claims by third parties that relate to such business and matters that occur on or prior to the Closing Date. Buyer shall bear all responsibility for ownership and operation of the Purchased Assets and the underlying business after the Closing Date, including responsibility for any claims by third parties that relate to such business and matters that occur after the Closing Date.

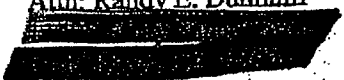
6.2 Cooperation and Execution of Further Instruments. Selling Parties agree to execute such other and further instruments, and to take such further steps, as Buyer may reasonably request on or after the Closing Date to effect the purposes of this agreement and to carry out any or all of the terms and conditions hereof.

**ARTICLE 7.
MISCELLANEOUS PROVISIONS**

7.1 Notices. All notices, offers, requests or other communications from either of the parties hereto to the other shall be in writing and shall be considered to have been duly delivered or served if sent by first class certified mail, return receipt requested, postage prepaid, to the party at its address as set forth below or to such other address as such party may hereafter designate by written notice to the other party:

If to Buyer, to:

GIB Services, LLC, a California limited liability company
Attn: Randy E. Dunham



11230 GOLD EXPRESS DR., SUITE 310-27C
GOLD RIVER, CA. 95670

With copies to:

Jacobs Law Corporation
Attn: Christopher G. Jacobs, Esq.
2356 Gold Meadow Way, Suite 250
Gold River, CA 95670

If to Seller and the Global Owner:

Global Intellectual Brands, LLC,
Attn: Steven C. Dixon, CEO
825 College Boulevard, Suite 102-343
Oceanside, CA 92057

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With a copy to:

Steven C. Dixon
[REDACTED]

7.1 Entire Agreement. This Agreement expresses the whole agreement between the parties with respect to the purchase and sale contemplated hereby, there being no representations, warranties or other agreements (oral or written) not expressly set forth or provided for herein.

7.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.3 Changes. Any and all agreements by the parties hereto to amend, change, extend, revise or discharge this Agreement, in whole or in part, shall be binding upon the parties to such agreement, even though such agreements may lack legal consideration, provided such agreements are in writing and executed by the party against whom enforcement is sought.

7.4 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes it, plus any related or supplemental documents and notices, shall be construed in accordance with and governed by the laws of such state.

7.5 Construction. Wherever possible, each provision of this Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

7.6 Waiver. No failure on the part of either party to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

7.7 Severability. In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.


7.8 Consent to Jurisdiction. The parties to this Agreement hereby irrevocably submit to the jurisdiction of any California state court or federal court over any action or proceeding arising out of or related to this Agreement and the documents related hereto or executed in connection herewith, and the parties hereby irrevocably agree that all claims in respect of such actions or proceedings may be heard and determined in such California state or federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in California. The

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parties hereby irrevocably consent to the service of copies of the Summons and Complaint and any other process which may be served in any such action or proceeding by mailing, by United States certified mail, return receipt requested, to the parties' addresses as set forth in this Agreement. The parties hereby agree that judgment final by appeal, or expiration of time to appeal without an appeal being taken, in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section shall affect the right of any party hereto to serve legal process in any other manner permitted by law or affect the right of such party to bring any action or proceeding against any other party or its property in the course of any other jurisdiction to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

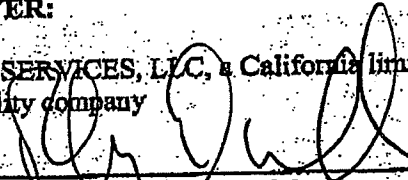
THE GLOBAL OWNER:



 Steven C. Dixon
 Date: July 31, 2009 8PM EST

BUYER:

GIB SERVICES, LLC, a California limited liability company



 Randy E. Dunham, Member
 Date: 8-3-09

SELLER:

Date: July 31, 2009 8PM EST

GLOBAL INTELLECTUAL BRANDS, LLC, a Delaware Limited Liability Company, also and formerly known as HR US, LLC



 Steven C. Dixon, Chief Executive Officer

Date: July 31, 2009 8PM EST



 Michael McGhee, President and COO

Date: 8-3-09